

RESOLUTION NO. 2010-36

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING
AND AWARDING CONTRACT FOR DISASTER RECOVERY
SERVICES; AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE THE CONTRACT FOR SUCH SERVICES;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, on July 16, 2010, the Village of Key Biscayne (“Village”) issued a Request for Proposals for Disaster Recovery Services to select a contractor for the removal and disposal of storm-generated debris within the Village; and

WHEREAS, in response to the Request for Proposals, the Village received four (4) proposals, and

WHEREAS, the Village Manager has caused the four (4) proposals which were submitted for the Project to be reviewed for the Village by the firm of Corzo Castella Carballo Thompson Salman, P.A. (“C3TS”); and

WHEREAS, the Village Manager, utilizing the findings and recommendations of C3TS, recommends the awarding of the contract for disaster recovery services to AshBritt, Inc. (“Contractor”) as the lowest, responsible, responsive bidder, based on unit prices for basic services in the total amount of \$ 4,214.50; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Contract for Disaster Recovery Services to AshBritt, Inc. and enter into a Contract in substantially in the form attached hereto as Exhibit “A” (the “Agreement”), and proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE
OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Award of Contract for Disaster Recovery Services. That the award of the contract for disaster recovery services to AshBritt, Inc. pursuant to the Request for Proposals is approved.

Section 3. Agreement Approved. That the Contract attached as Exhibit "A", substantially in the form attached hereto, between the Contractor and the Village for Disaster Recovery Services is hereby approved, and the Village Manager is hereby authorized to execute the Agreement and related or necessary documentation on behalf of the Village, once approved as to form and sufficiency by the Village Attorney.

Section 4. Implementation. That the Village Manager is hereby authorized to take any and all action which is necessary to implement the purposes of this Resolution.

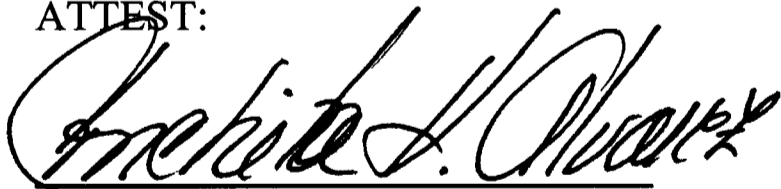
Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 7th day of September, 2010.



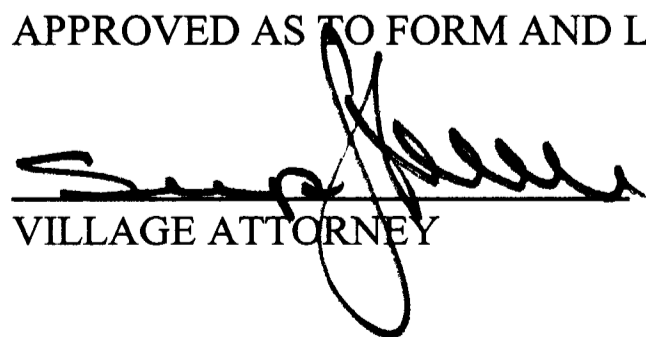
MAYOR ROBERT L. VERNON

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY

CONTRACT DISASTER RECOVERY SERVICES

THIS CONTRACT ("Contract") is made this 5th day of July, 2011 by and between the Village of Key Biscayne, a Florida municipal corporation (the "Village") and ASHBRIIT, INC., a Florida corporation (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1.0 SCOPE OF WORK.

1.1 General Scope of Work

The Contractor shall meet the requirements and perform the work and services identified in the Request for Proposal for Disaster Recovery Services dated July 6, 2010 (the "RFP") issued by the Village, the Contractor's Proposal dated _____, 2010 (the "Proposal") attached hereto and made a part hereof as **Exhibit "A,"** the Scope of Services for Emergency Debris Removal – Natural Disaster – Cut and Toss provided by the Florida Department of Transportation attached hereto and made a part hereof as **Exhibit "B,"** the Scope of Services for Emergency Debris Removal – Natural Disaster – Debris Removal provided by the Florida Department of Transportation attached hereto and made a part hereof as **Exhibit "C,"** the Detailed Specifications of the RFP attached hereto and made a part hereof as **Exhibit "D,"** FHWA Form 1273, Required Contract Provisions Federal-Aid Construction Contracts, attached hereto and made a part hereof as **Exhibit "E"** (collectively, the "Work").

2.0 COMPENSATION/PAYMENT.

2.1 Contractor shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Village shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Village may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated based upon the rates and fees schedules as set forth in **Exhibit "F"** attached hereto and made part hereof (the "Disaster Recovery Services Fee and Price Sheet").

3.0 TERM. This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Village shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon receipt of a written notice from the Village Manager to the Contractor received no later than 30 days prior to the date of termination.

4.0 NON-WAIVER. The approval, and/or acceptance of any part of the Work by the Village shall not operate as a waiver by the Village of any other terms and conditions of the Contract.

5.0 PROTECTION OF PROPERTY AND THE PUBLIC. The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:

5.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to, the requirements of the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction Safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

5.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work.

5.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property.

6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels, arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be responsible or liable.

6.2 This indemnification obligation shall survive the termination of this Contract.

6.3 The Contractor shall defend the Village or provide for such defense, at the Village's option.

6.4 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Village.

7.0 **CONTRACT DOCUMENTS.** The following documents shall, by this reference, be considered part of this Contract:

- Instructions to Proposers;
- Proposal requirements;
- Proposal Form;
- All Addendums;
- FDOT Scope of Services – Emergency Debris Removal – Natural Disaster – Cut and Toss;
- FDOT Scope of Services - Emergency Debris Removal – Natural Disaster – Debris Removal;
- Detailed Specifications;
- Qualification Statement;
- Public Entity Crime Form;
- Insurance Certificates;
- Anti-Kickback Affidavit;
- Non-Collusive Affidavit;
- Drug-Free Workplace;
- Certified Corporate Statement;
- Disaster Recovery Services Fee and Price Sheet; and
- Documentation Requirements for FHWA-ER & FEMA Reimbursement (Contract Work) attached as Exhibit "G".

8.0 **CONTRACTOR'S EMPLOYEES.**

8.1 The Contractor shall have at all times an English speaking, competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct

the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

8.2 Contractor's employees shall wear an identification badge or card that provides proper identification of both the Contractor's company and the name of the employee, as approved by the Village Manager or his/her designee.

8.3 Contractor shall, upon receipt of a written request from the Village Manager, immediately exclude any employee of Contractor from providing Work under this Agreement.

8.4 The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

9.0 VEHICLES AND EQUIPMENT. Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall contain proper identification of the name of Contractor (which may be an adhesive sticker), cubic yardage of the vehicle and the number of the vehicle legible by the public. The Village may require the repair or replacement of equipment as reasonably necessary.

10.0 INSURANCE. Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss, as required by the Village, and at a minimum as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

10.1 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the Village against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover

operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

10.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the Village against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

10.4 Certificate of Insurance. Contractor shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

10.5 Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain

a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

10.6 All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11.0 ASSIGNMENT AND AMENDMENT. No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the Village. This Contract may only be amended, by the parties, with the same formalities as this Agreement.

12.0 TERMINATION.

12.1 Either party may terminate this Contract without cause upon 90 days written notice to the other party

12.2 Upon notice of such termination, the Village shall determine the amounts due to the Contractor for Work performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

12.4 The Village may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Agreement. The Village may also terminate this Contract upon such notice as the Village Manager deems appropriate under the circumstances in the event that the Village Manager determines that termination is necessary to protect the public health, safety or welfare.

13.0 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14.0 ATTORNEY'S FEES. In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees

and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

- 15.0 ACCESS TO PUBLIC RECORDS.** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Village shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of termination.
- 16.0 INSPECTION AND AUDIT.** During the term of this Contract and for three (3) years from the date of termination, the Contractor shall allow Village representatives access during reasonable business hours to Contractor's and Subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Village determines the Contractor was paid for services not performed, upon receipt of written demand by the Village, the Contractor shall remit such payments to the Village.
- 17.0 SEVERABILITY.** If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 18.0 WAIVER OF JURY TRIAL.** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
- 19.0 COUNTERPARTS.** This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 20.0 INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor, and that Contractor is in no respect an agent, servant or employee of the Village. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Village are not available to Contractor, and agrees to provide worker's compensation insurance as required by applicable law for any employee or agent of Contractor rendering services to the Village under this Contract.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Village.

21.0 ACCIDENT PREVENTION AND REGULATIONS. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Village regulations while performing Work under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

22.0 BACKGROUND CHECKS. At the request of the Village, the Contractor may be required to conduct background checks on its employees and subcontractor employees involved in the performance of this Contract.

23.0 CODE OF ETHICS. Contractor warrants and represents that its employees will abide by all applicable Conflict of Interest and Code of Ethics Ordinances set forth in the Village Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

24.0 COMPLIANCE WITH LAWS. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Work under this Contract, and in particular shall obtain all permits from all jurisdictional agencies to perform the Work under this Contract.

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Village.

25.0 POLICY OF NON-DISCRIMINATION. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Contract.

26.0 NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Village:

Village of Key Biscayne
88 West McIntyre Street
Village of Key Biscayne, FL 33149
Attention: Village Manager

With a copy to:

Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Contractor:

ASHBRITT, INC.
480 S. Andrews Avenue
Suite 103
Pompano Beach, Florida 33069
Attention: _____

With a copy to:

27.0 ENTIRE AGREEMENT/MODIFICATION/AMENDMENT.

27.1 This Contract contains the entire agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

27.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Contract, unless executed with the same formality as this document.

27.3 Contractor represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Contract by Contractor have been duly authorized, and this Contract is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

28.0 OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

28.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to the Work provided to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

28.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Village under this Contract shall be the property of the Village.

28.3 The Village Manager or his designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Contract.

28.4 The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

29.0 NONASSIGNABILITY. This Contract shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

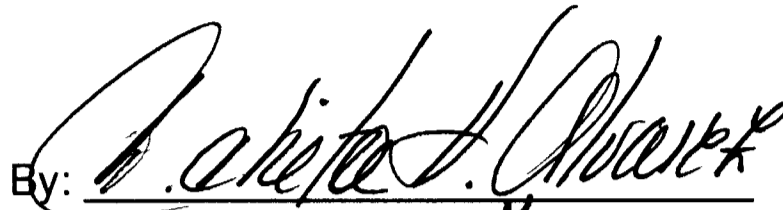
30.0 WAIVER. The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 31.0 SURVIVAL OF PROVISIONS.** Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 32.0 PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 33.0 PUBLIC ENTITY CRIMES AFFIDAVIT.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

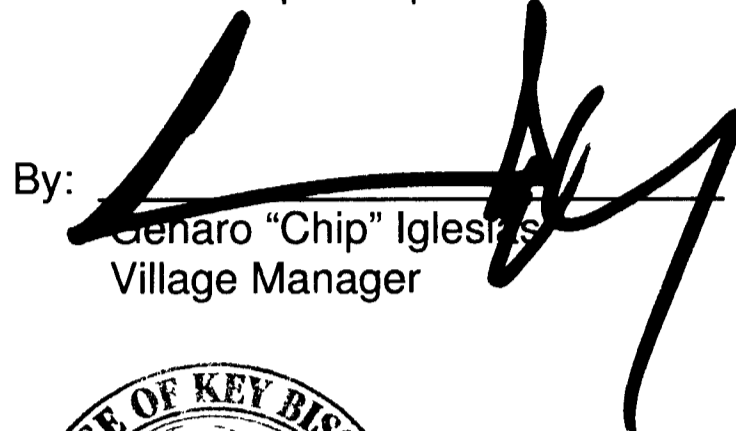
[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

By: 
Conchita H. Alvarez, ~~MC~~
Village Clerk

VILLAGE OF KEY BISCAYNE, a
Florida municipal corporation

By: 
Genaro "Chip" Iglesias
Village Manager

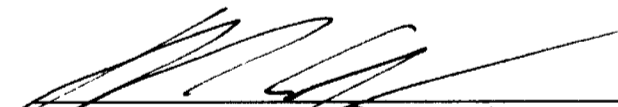
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
Village Attorney



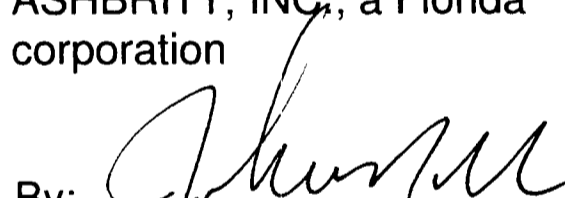
Signed, sealed and witnessed in the
presence of:


Print Name: Ranci Milner


Print Name: Ralph Dahlgren

CONTRACTOR:

ASHBRITT, INC., a Florida
corporation

By: 
Name: John Noble
Title: C.O.O.

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a Resolution of the Board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

EXHIBIT 'A'
CONTRACTOR'S PROPOSAL

**EXHIBIT 1
PROPOSAL FORM**

DISASTER RECOVERY SERVICES

Proposal of AshBritt, Inc.

(name)

480 S. Andrews Ave., Suite 103, Pompano Beach, FL 33069

(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

"Disaster Recovery Services"

TO: Village of Key Biscayne
88 West McIntyre Street, Suite 220
Key Biscayne, FL 33149
Attention: Village Clerk

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the RFP, including the Instructions to Proposers, Proposal Requirements, Scope of Services, Contract, Detailed Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all Addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Proposer agrees to execute a Contract and furnish the executed contract, insurance certificates, and other required information to the Village within ten (10) ten calendar days of receipt of written notice of the award of contract. Failure on the part of the Proposer to timely comply with this provision shall give Village all rights and remedies set forth in the RFP.

The Proposer agrees to accept as full compensation the unit prices the Proposer specifies in Attachment B to the RFP.

The Proposer Form and a completed Attachment B is presented to assist the Village in evaluating the Proposal.

It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village.

In no event shall Village be obligated to pay for work not performed or materials not furnished.

Proposer's Occupational License No. 07-00043182 (Pompano Beach)

WITNESSES:


_____

PROPOSER:

By: 

Signature of Authorized Agent

Name: John W. Noble

Title: Chief Operating Officer

(SEAL)

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EXHIBIT “B”

FHWA/FDOT SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management - All debris removal and management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation, as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal (Cut and Toss) work off the state road system, any work off the State Road System must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department's Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, if required, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department/Village and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department/Village. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such

award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District Miami-Dade County personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform "cut and toss" for clearing of the pavement area of the roadways as directed. "Cut and toss" is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- With each invoice submit a Certification Disbursement of Previous Periodic Payment to Subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- Provide adequate crews depending on the severity of the disaster or event and pursuant to the Notice to Proceed. These crews shall not be committed to more than one "cut and toss" contract for the Department at any point in time.

3.0 SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.
- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. Prioritization of debris "cut and toss" will be based on a "sector approach" (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone unless directed by the Departments Engineer.
- Ensure that all field crews are outfitted with required safety gear. Contractor is responsible for its crews' safety.

4.0 PAYMENT

- Payment will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed, except for travel to another District as set forth below. The contractor shall provide all required final releases of liens and affidavits from subcontractors.
- The contractor may be paid for pre-positioning as set forth in Exhibit C within the District, if requested, and the impact of a natural disaster does not materialize. This will be a no-bid item and the amount will be established by the Department.
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.
- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

FEE RATES

FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

Pre-Positioning (per crew)(per day) do not bid
*Pay starts when contractor's crews arrive at site.

PCPD* _____

Phase I – Cut and Toss of debris from roadway

- A. Rubber Tire Equipment (including operator)
- B. Two Chain Saw Operators w/ chain saws
- C. Superintendent with Vehicle

Total Crew rate (A+B+C) per hour _____

Bid award will be based on the per crew hourly rate.

REFER TO EXHIBIT "F" FOR ALL FEE RATES

EXHIBIT “C”

FHWA/FDOT SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER - DEBRIS REMOVAL

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulation. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal work off the state road system, any work off the State Road System must be authorized by the Department. Such work must be coordinated with the City or County having jurisdiction over it and must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department's Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a payment and performance bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District Miami-Dade County personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform the “first pass” and all subsequent passes directed by the Engineer. “First Pass” is defined as removing all debris on the affected roadways from within the rights-of-way as directed and authorized by the Department, FHWA, FEMA and their authorized representatives. The work associated with “first pass” and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative, C & D and Hazardous Materials; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or “waste to energy” facility.
- Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone.
- Provide labor, equipment and materials necessary to remove all stumps authorized by the Department, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- Provide a means for FDOT or their designated representative to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.
- Provide a means for securing all TDSR's, throughout the life of the contract, to ensure no unauthorized or illegal dumping can occur at the site.
- Vacuum inlets and sweep curb and gutter sections.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are not an immediate hazard only when directed by the Department or their designated representative. Compensation will be by stump removal (if applicable) and debris removal (CY).

- Fill any holes left by removed trees. The cost of borrow required for fill will be included in the cost of bid items.

Staging/Reduction

- Secure the necessary permits for the TDSR's for any non FDOT approved sites from the appropriate regulatory agencies, prepare and manage the TDSR's and when operations are complete, return all TDSR's to their original condition to the satisfaction of the Department and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.
- Provide, operate and maintain equipment for debris reduction.
- Maintain segregation of debris (vegetative vs non-vegetative).
- Reduce and dispose of any vegetative debris hauled by the Department crews to the TDSR's.
- White goods and Hazardous Household waste shall be recycled in accordance with all federal, state and local rules, regulations and laws. White goods and Hazardous Household waste include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, TVs, computer monitors, refrigerators, freezers, window air conditioners and water heaters or coolers.
- Remove and recover Freon from any white goods and Hazardous household waste, such as refrigerators, freezers or air conditioners, at the final disposal site in accordance with federal, state and local rules, regulations and laws.
- Construction & Demolition debris shall be hauled directly to a licensed Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. Tipping fees shall be reimbursed at cost, no mark-up allowed.

Administration and Paperwork

- With each invoice submitted for payment include a certification Disbursement of previous periodic payment to subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- The contractor shall be responsible for the preparation of all invoices in a format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

3.0 SERVICE TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.

- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways authorized by the Department and FEMA and rights-of-way (primary and secondary roads) in District Miami-Dade County. Prioritization of debris removal will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the Departments Engineer.
- Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the Department.

Staging/Reduction

- Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- Ensure that all field crews are outfitted with required safety gear.

Administration and Paperwork

- Seven (7) part debris tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.

5.0 PAYMENT

- Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed as required in Sections 1.0 and 2.0. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits, except for travel to another District as set forth below.
- A lump sum retainage of \$10,000 per TDSR (staging area) will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the TDSR
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.

- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

FEE RATES FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – DEBRIS REMOVAL

Phase I – collection, hauling to staging site, reduction

<u>Description</u>	<u>Unit</u>	<u>*Estimated</u>	<u>**Unit</u>
<u>Total</u>		<u>Quantity</u>	<u>Price</u>
Loading and Hauling Debris to a TDS (Price to include MOT)	cubic yard	_____	_____
Reduction by Grinding at the TDS	cubic yard	_____	_____
Reduction by Incineration at the TDS	cubic yard	_____	_____
<u>Stumps</u>			
24" - 48" Diameter stump removal	Each	_____	_____
> 48" Diameter stump removal	Each	_____	_____
Sweeping Curb and Gutter	Hour	_____	_____
Vacuum Inlets	Hour	_____	_____
Removal of Hanging Limbs	Hour	_____	_____
Loading and Hauling C&D debris	cubic yard	_____	_____
White Goods and Hazardous Household waste disposal	Each	_____	_____
Freon recovery	Unit	_____	_____

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	cubic yard	_____	_____
Disposal/Tipping Fees	Actual Cost		

TOTAL BID

* Estimated Quantities used for determining low bidder only. Quantities are not intended to be an estimate of the actual quantities expected for this contract. Payment will be made based on actual units of work performed as approved by the Engineer.

** If a pay item is left blank or N/A is used, the bid may be declared irregular and the Department may reject the proposal.

REFER TO EXHIBIT "F" FOR ALL FEE RATES

EXHIBIT “D”

DETAILED SPECIFICATIONS

1. SCOPE OF CONTRACTED SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). **[The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter “white goods”), hazardous and industrial waste materials.]**

Contracted services will be limited to the clearing of roadways and access routes, (herein after “the emergency push”), debris removal (Right of Way, hangers/leaners/stumps and public property) and demolition of structures and other Right of Entry services when determined as necessary to:

- a) Eliminate immediate threats to life, public health, and safety;
- b) Eliminate immediate threats of significant damage to improved public or private property; and
- c) Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the Village, and in accordance with Federal requirements. Contract services will only be performed when requested and as designated by the Village, by approved Work Order issued by the Village. Contractor shall load and haul the debris from within the legal boundaries of the Village to a site(s) specified by the Village as set out in Section 4.9 below.

The Village reserves the right to assign work to various contractors, at its sole discretion. The Village also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request.

1.1 Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees of transportation routes as identified by and directed by the Village. The emergency push will normally be completed within the first 70 hours following the activation of the contract, unless notified otherwise by the Village.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the Village, Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the Village. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the Village regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the Village, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the Village.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the Village, Contractor shall demolish unsafe structures and remove debris that has been determined by the Village to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The Village will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The Village will direct all actions to secure necessary permissions, waivers and ROE Contracts from real property owners and / or homeowner associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All

such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris:

Temporary Disposal Management Site (“TDMS”) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the Village. Actions by the Contractor will include, but are not limited to, the following:

- a. Ensure that only debris authorized by the Village’s Contract Administrator will be allowed into the TDMS sites.
- b. Provide to the Village a video record of the pre- and post-use site conditions.
- c. As directed by the Village, conduct an onsite Phase 1 Environmental Audit.
- d. Prepare a plan of proposed site layout and review with the Village prior to its implementation.
- e. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the Village prior to its implementation.
- f. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- g. Build and/or maintain roads as necessary for TDMS operation
- h. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
- i. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- j. Confine hours of operation of the TDMS to those determined by the Village.

k. Stage and process all debris in accordance with instructions from the Village.

l. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.

m. Prior to reduction and to the extent practical, but not at the TDMS, segregate debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.

n. Develop and implement, with the approval of the Village, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.

o. Provide the Village with proper and acceptable documentation (including destination, tickets, volume / weight) for final disposal of debris accepted at the TDMS.

p. Intentionally Deleted.

q. Upon the closure of the TDMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

r. As directed by the Village, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

s. As directed by the Village conduct post use soil and water tests.

t. Intentionally Deleted.

1.7 Designation and Management of Staging Areas:

Contractor shall identify staging areas in collaboration with the Village for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The Village will approve of the location, size, layout and services to be provided at

any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Village shall direct Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the Village to be public safety hazards will be removed and disposed of by the contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris.

1.9 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to the Village to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the Village's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of the Village may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the Village.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and

manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the Village, the Contractor shall be reimbursed on a unit price basis as specified in Attachment A.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment "A", of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Contract Administrator and approval by formal Village action.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3. STANDARDS OF PERFORMANCE

3.1 Contractor representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within 7 days following the execution of this Contract. The Village will approve the General Operations Plan prior to its implementation within the Village. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan.

3.2 Mobilization:

When a notice to proceed in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The Village may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the Village.

4. GENERAL RESPONSIBILITIES

4.1 Other Contracts:

The Village may be required to enter into Contracts with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such Contracts, regardless of the additional burdens of compliance. Village will provide Contractor with a copy of any applicable Contracts.

4.2 The Village's Obligations:

The Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Order.

4.3 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor. Contractor shall provide a communication system for operations and communication between Contractor and its employees, subcontractors and agents.

4.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

4.6 Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by this Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the Village may either bill Contractor for the damages, withhold funds due to Contractor, or the contractor may also repair all damage to the satisfaction of the Village. The determination of whether "negligence" has occurred shall be made by the Village.

4.7 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.8 Contractor's Ownership of Debris:

All debris, once collected by Contractor, shall become the property of Contractor. The Village, in its sole discretion, may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

4.9 Contractor's Disposal of Debris:

Unless otherwise directed by the Village, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the Village. The locations of the TDMS and final disposal sites shall be reported to the Village and subject to their approval, utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the Village. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the Village.

5. GENERAL TERMS AND CONDITIONS

5.1 Multiple, Scheduled Passes:

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the Village. The Village shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Village. The Contractor will document the completion of all passes based on the direction from the Village and will provide this documentation to the Village on the frequency requested by the Village.

5.2 Clean as you go Policy:

The contractor shall provide a “clean as you go” policy and supervise and enforce such policy during debris management operations.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Village. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Contract has been obtained prior to property entry.

5.4 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the Village following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the Village.

5.7 Hazardous and Industrial Wastes:

Upon the pre-authorization of the Village, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the Village. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the Village.

5.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Miami-Dade County.

5.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the Village and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

5.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the Village and other public authorities to ensure compliance with this Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The Village will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.11 Corrective Actions Required of Contractor:

When instructed by the Village's representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this Contract, as determined by the Village in its sole discretion, and notify the Village of its compliance within 24 hours.

5.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the Village that such actions are eligible for state and/or Federal reimbursement.

5.12.1 Eligibility Inspections:

Village's monitors shall inspect each load, or shall inspect at some other frequency of the Village's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

5.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the Village for such loads. The Village, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.13 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies which may have a regulatory or funding interest in this Contract.

6. REPORTS, CERTIFICATIONS AND DOCUMENTATION

6.1 Reports:

Contractor shall submit periodic, written reports in a format required by the Village documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

6.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

6.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

6.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the Village, in consultation with Contractor.

6.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Contractor and the Village's representative. All discrepancies will be resolved within 5 days.

6.1.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Village, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the contractor, plus the total cost of the project invoiced to the Village. The Contractor shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village and/or government. Final project reconciliation must be approved by the Village.

6.2 **Certifications:**

The Contractor will adhere to the process for certification of personnel and vehicles established by the Miami-Dade County Countywide Disaster Debris Management Plan, to include the following:

6.2.1 Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with most current City/County procedures. After a disaster, the Village, or their

designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps (as may be required by the Village), as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the Miami-Dade County Countywide Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.

6.2.2 Certification of Personnel

The Contractor will certify to the Village that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the Village, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- a. Senior management personnel of the Contractor assigned to implement work authorizations pursuant to this Contract will participate, upon request, in training and briefing sessions held by representatives of Miami-Dade County and/or the Village.

- b. Project Manager and Senior, supervisory personnel of the Contractor will have received training in debris management, the operational

concepts established by the Miami-Dade County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

c. Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the Village and Miami-Dade County, in accord with the provisions of the Miami-Dade County Countywide Debris Management Plan.

d. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

e. Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

6.3 Utilization of a Standardized “Load Ticket”:

The Contractor and all subcontractors will utilize a standardized “load ticket” for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The “load ticket” utilized will be identical to and/or fully consistent with that defined in the Miami-Dade County Countywide Debris Management Plan and in the format required by FEMA for reimbursement as set forth in the Documentation Requirements for FHWA-ER & FEMA reimbursement (Contract Work) attached as Exhibit “G” to this Contract.

6.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the Village and/or other governmental entity to support requests for debris project reimbursement from external funding sources, including documentation required and as set forth in the Documentation Requirements for FHWA-ER & FEMA

reimbursement (Contract Work) attached as Exhibit "G" to this Contract.

6.5 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than three (3) years.

7.0 Optional Services:

The Village wishes the Contractor to provide the following services in addition to the management of vegetative debris, construction and demolition debris, and white goods debris, in the manner and for the unit cost indicated:

7.1 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the Village. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the Village. The Contractor will be reimbursed at a fixed rate for this service.

7.2 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The Village will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

7.3 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the Village will be

collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The Village will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.4 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at a fixed rate for this service.

7.5 Fire Suppression Support:

In the event of water system failure in the Village, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the Village. The Village will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the Village will provide a fully qualified and licensed driver. If the initial water supply is used, the Village will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service.

7.6 Emergency Potable Water:

The Contractor will provide the Village with whole pallets of individually bottled water drinking water. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.7 Emergency Delivery of Ice:

The Contractor will provide the Village with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.8 Temporary Housing, Bathrooms, Showers, Kitchens and Feeding Locations:

The Contractor will provide the Village with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include mobile homes, campers, tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The Village will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

7.9 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by Village personnel in the event of failure of other communications systems. The units will be rented/leased to the Village and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the Village, without further action by the Village. The Contractor will be reimbursed at a fixed rate for this service.

7.10 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the Village. The Village will define the size and fuel type of the mobile units, which will be leased to the Village. The Village will require up to [**number of separate units**] of [**specify 120 and/or 240 volt**] units, ranging in

capacity from [**range of KW needed**], and the Contractor will deliver the units to the facilities or locations designated by the Village, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the Village, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed a fixed rate for this service.

7.11 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the Village. The minimum required capacity of the services to be provided to any such location, upon instruction of the Village, will be as needed or required to meet existing conditions. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at a fixed rate for this service.

7.12 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The Village will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

7.13 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the Village. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.14 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the Village. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The Village will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

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FHWA FORM 1273
(Attached hereto)

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4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees, the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system secures the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreement, have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 112-6, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Action:** Wage, working conditions, and employee benefits shall be established and administered, and personnel action, of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract and attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion.**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements, and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a

3. **Records and Reports:** The contractor shall keep such records, as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion

special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals for such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions, and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to interoperate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the GHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies, without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral, failed to refer minority employees. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 112-6, as amended, and these special provisions, such contractor shall immediately notify the GHA.)

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from GHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the GHA and the FHWIA.

3. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project.

2. The progress and effort being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women.

3. The progress and effort being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

5. The contractor will submit an annual report to the GHA each July for the duration of the project, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1191. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

Applicable to all Federal-aid construction contracts, and to all related subcontractors of \$10,000 or more.

1. By execution of this bid, the execution of this contract or subcontract or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of race or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, immediate locker rooms, and other storage or moving areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, national origin, age or ancestry because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override a segregated parking.

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontract or consummation of material supply agreement of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

Applicable to all Federal-aid construction contracts exceeding \$1,000 and to all related subcontractors except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.

1. General

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulation (29 CFR 54.104) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276a) the full amount of wages and bona fide fringe benefits or cash

equivalent, thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classification and wage rates conforming under paragraph 2 of this Section IV and the DOL poster WH-1321) or Form FHWA-1495 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 110 (2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of Section IV, paragraph 3b hereof. Also for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefit on the wage determination for the classification of work actually performed without regard to skill, except as provided in paragraphs 3 and 4 of this Section IV.

2. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

3. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1.1 and 1.6 are herein incorporated by reference in this contract.

1. Classification

1. The GHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in accordance with the wage determination.

2. The contracting officer shall approve an additional classification, wage rate and fringe benefit only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination.

2. the additional classification is utilized in the area for the construction industry.

3. the proposed wage rate, including any bona fide fringe benefit, bears a reasonable relationship to the wage rates contained in the wage determination, and

4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

5. If the contractor or subcontractor, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefit, where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20310. The Wage and Hour Administrator or an authorized representative will approve, modify or disapprove every additional classification within 10 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The GHA shall upon its own motion or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the contract, the GHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation has been ceased.

7. Overtime Requirement:

No contractor or subcontractor commencing for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards including apprentices, trainees, and helpers, described in paragraph 4 and laborers shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation

Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7 in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The GHA shall upon its own motion or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

Applicable to all Federal-aid construction contracts exceeding \$100,000 and to all related subcontractors except for projects located on roadway classified as local roads or rural collectors, which are exempt.

1. Compliance with Copeland Regulations (29 CFR 30):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payroll and Payroll Records:

a. Payroll and time records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of

completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee, his or her correct classification, hourly rates of wages paid, including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the rates provided in Section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor pursuant to Section IV, paragraph 3b, as found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractor or subcontractor employing apprentices, or trainees under approved programs shall maintain written evidence of the registration of apprentices, and trainees, and time, and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the GHA resident engineer a payroll of wages paid each of its employees including apprentices, trainees, and helpers described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, Federal stock number 5010-002-0014-1, U.S. Government Printing Office, Washington, D.C. 20540. The prime contractor is responsible for the submission of copies of payroll for all subcontractors.

d. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the payroll, employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed as specified in the applicable wage determination incorporated into the contract;

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph 1d of this Section V.

f. The falsification of any of the above certification, may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 18 U.S.C. 2381.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the GHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or

subcontractor fails to submit the required record, or to make them available, the GSA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such action, as may be necessary, to cause the suspension of any further payment advance, or guarantee of funds. Furthermore failure to submit the required records upon request or to make such records, available may be grounds for debarment action pursuant to 49 CFR 1.101.

VI RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices, railroad grade crossings, those which are constructed on a force account or direct labor basis, highway soundbarrier contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000, 23 CFR 654, the contractor shall:

3. Become familiar with the list of specific materials and supplies contained in Form FHWA-7, Statement of Materials and Labor Used by Contractor of Highway Construction in Using Federal Funds, prior to the commencement of work under this contract.

5. Maximum a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of these specific materials and supplies, listed on Form FD-70A-4¹ and in the units shown on Form FD-70A-5.

c. Furnish, upon the completion of the contract to the CHA resident engineer on Form FHWA-47 together with the data required in paragraph 16 relative to materials and supplies; a final labor summary; and all contract work indicating the total hours worked and the total amount earned.

2. At the primary contractor, options either a single report containing all account work or separate reports for the contractor and for each subcontractor shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 50 percent (or a greater percentage as specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontractors and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization. (25 CFR 635)

3. Its own organization shall be restricted to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor with or without operator. Such term does not include employees or equipment of subcontractors, assignees or agent of the prime contractor.

Specialist items shall be considered to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organization, qualified and expected to bid on the contract as a whole and in general, are to be limited to minor segments of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufacturing products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm; (b) full authority to direct performance of the work in accordance with the contract requirements; and (c) in charge of all construction operations regardless of who performs the work and of which other of its own organizational resources (personnel, equipment, and contracting services) at the CH-4

It is a common mistake to think that the only way to improve the quality of the work is to increase the number of people working on it. This is not always the case. Sometimes, a smaller team can be more effective than a larger one. The key is to have the right people on the team, with the right skills and experience. It is also important to have a clear plan and to communicate well. This will help the team to work together more effectively and to produce better results.

controlling officer determines it necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the GSA contracting officer or authorized representative and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the GSA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

2. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (29 CFR 654). The contractor shall provide all required safety devices and protective equipment and take any other needed actions as it determines or as the CHA contracting officer may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this contract.

2. It is a condition of this contract and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surrounding, or under conditions which are unsuitably hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards, 29 CFR 1926 promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Wage Standard Act (40 U.S.C. 333).

7. Pursuant to 29 CFR 1926.11 it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have a right of entry to any site of contractor performance to inspect or investigate the manner of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act--40 U.S.C. 333.

IX. FALSE STATEMENTS CONCERNING HIGHWAY PRO- JECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability, on statements and representations made by engineers, contractors, suppliers and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (49 CFR 57.1) in one or more places, where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

10-2-54 11:20 AM. as follows:

There is a large, in effect, gap in the explanation of the statistical status of a quantitative variable. A variable is called quantitative when it is possible to compare its values and to perform operations upon them. In a quantitative knowledge model, any quantitative value represents information or features of the object. For a specific quantitative object of the statistical model, the feature is the quantitative quantity of the work performed or the time performed or the cost incurred or the number of people employed, etc. In a quantitative model, the information of quantitative objects is related to the information of the objects of the model, which is the feature of the objects. The feature of the objects is the quantitative quantity of the work performed or the time performed or the cost incurred or the number of people employed, etc. In a quantitative model, the information of quantitative objects is related to the information of the objects, which is the feature of the objects. The feature of the objects is the quantitative quantity of the work performed or the time performed or the cost incurred or the number of people employed, etc.

with the following form: $\text{C}_{10}\text{H}_8\text{O}_2$ (molecular weight 160). The $\text{C}_{10}\text{H}_8\text{O}_2$ was purified by distillation and the $\text{C}_{10}\text{H}_8\text{O}_2$ was used in the following experiments.

It is hereby acknowledged that the prospective primary participant has read and understands the terms and conditions of the proposed transaction and the material facts of any statements or information provided by the prospective primary participant in connection with the proposed transaction.

It is further acknowledged that the prospective primary participant has read and understands the terms and conditions of the proposed transaction.

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts, and to all related subcontractors of \$500,000 or more)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to agree to comply with the following:

1. That any facility that is, or will be, utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857, as amended by Pub. L. 91-601) and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1361, as amended by Pub. L. 91-601), Executive Order 11738, and regulations in implementation thereof (40 CFR 14), is not listed on the date of contract award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 14.11.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines issued thereunder.

3. That the firm shall promptly notify the GHA of the receipt of any communication from the Director, Office of Federal Acquisition (EPA), indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section XI in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transaction:

(Applicable to all Federal-aid contracts - 40 CFR 14)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is

submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause have the meanings set out in the Definition and Coverage section of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of these regulations.

f. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees, by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the List of Parties Excluded From Federal Procurement or Nonprocurement Programs (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of record, in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transaction:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

3. Have not within a 1-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently incarcerated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transaction:

Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 25.

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstance.

d. The terms, "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

e. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may derive the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require a establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 201)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees, by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such companies shall certify and disclose accordingly.

EXHIBIT “F”
FEE RATES

ATTACHMENT A UNIT COSTS

The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the Village, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.

1. Leaners, hangers, and stumps (\$\$/cubic yard)
2. Vegetative debris (\$\$/cubic yard)
3. Construction & Demolition (\$\$/cubic yard)
4. All inclusive debris to include all of the above (\$\$/cubic yard)

**ATTACHMENT B
DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET**

Unit Costs

Name of Contractor:		
DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT COST
Collection (0-15 miles)	Cu. Yd.	\$9.75
Collection (> 15 miles)	Cu. Yd.	\$10.50
Processing and Disposal at Temporary Debris Management Sites (all costs including haul out and disposal as applicable)		
Vegetative	Cu. Yd.	\$9.75
Construction and Demolition (including white goods)	Cu. Yd.	\$14.50
Stumps (cubic yards per FEMA guidelines)	Cu. Yd.	\$9.75
Tree Debris Removal		
Hangers	Per Tree	\$135.00
Leaners		
13" to 24"	Per Tree	\$95.00
25" to 48"	Per Tree	\$250.00
49" to 72"	Per Tree	\$375.00
> 72"	Per Tree	\$495.00
Stumps		
25" to 48"	Per Stump	\$195.00
49" to 72"	Per Stump	\$275.00
> 72"	Per Stump	\$350.00
Stump Backfill	Per Stump	\$85.00

DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

ALL-INCLUSIVE SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS (if required), and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including contract administration, technical assistance to the Village , personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.

Cost/cubic yard

<i>Vegetative debris - Right of Way / Public Property</i>	<u><i>\$18.75</i></u>
<i>Tree debris – hangers, leaners and stumps_/a</i>	<u><i>\$4.00</i></u>
<i>Construction and demolition debris, (including white goods)</i>	<u><i>\$20.25</i></u>

Note: Cost reflects total for cutting and placing tree debris onto adjacent right-of-way property only. Cost of collection and hauling of resultant debris will be established by the "vegetative debris" collection line item above.

Optional Services

	<u>Cost per cubic yard</u>
Debris removal from canals	<u>See attached Schedule 3.</u>
	<u>Cost per lineal foot</u>
Restoration of canals banks and slopes	<u>See attached Schedule 3.</u>
	<u>Cost per vehicle</u>
Motor Vehicles removals (including towing processing and disposal)	<u>\$295.00</u>
	<u>Cost per lineal foot</u>
Boats	<u>See attached Schedule 3.</u>
	<u>Cost per lineal foot</u>
Hazardous Waste	<u>\$25.00 per pound</u>
	<u>Cost per gallon</u>
Emergency potable water	<u>\$3.56 per gallon</u> See attached Schedule A for supplemental rates.
	<u>Cost per pound</u>
Emergency delivery of ice *Note: Per 20lb bag.	<u>\$0.35 per pound*</u> See attached Schedule A for supplemental rates.
Fire Suppression Support	<u>\$750.00 per day</u> Included water delivery apparatus and manpower.

**Temporary bathrooms, showers, kitchens
and feeding locations**

See attached
Schedule B.

Temporary satellite communications

See attached
Schedule E.

Emergency power generation

See attached
Schedule C.

**Pumping and water relocation/removal
for flood control**

See attached
Schedule G.

Sewer, culvert and catch basin cleaning

See attached
Schedule 3.

Decontamination of buildings and facilities

See attached
Schedules J, K & 2a.

Mold remediation

See attached
Schedules J, K & 2a.

FEE RATES

FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

Pre-Positioning (per crew)(per day) do not bid
*Pay starts when contractor's crews arrive at site.

PCPD* _____

Phase I – Cut and Toss of debris from roadway

- A. Rubber Tire Equipment (including operator)
- B. Two Chain Saw Operators w/ chain saws
- C. Superintendent with Vehicle

Total Crew rate (A+B+C)

per hour \$285.00

Bid award will be based on the per crew hourly rate.

**FEE RATES
FOR**

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – DEBRIS REMOVAL

Phase I – collection, hauling to staging site, reduction

<u>Description</u>	<u>Unit</u>	<u>*Estimated Quantity</u>	<u>**Unit Price</u>
<u>Total</u>			
Loading and Hauling Debris to a TDS	cubic yard	_____	<u>\$9.75</u>
(Price to include MOT)			
Reduction by Grinding at the TDS	cubic yard	_____	<u>\$2.00</u>
Reduction by Incineration at the TDS	cubic yard	_____	<u>\$2.00</u>
<u>Stumps</u>			
24" - 48" Diameter stump removal	Each	_____	<u>\$250.00</u>
> 48" Diameter stump removal	Each	_____	<u>\$435.00</u>
Sweeping Curb and Gutter	Hour	_____	<u>\$125.00</u>
Vacuum Inlets	Hour	_____	<u>\$295.00</u>
Removal of Hanging Limbs	Hour	_____	<u>\$250.00</u>
Loading and Hauling C&D debris	cubic yard	_____	<u>\$9.75</u>
White Goods and Hazardous	Each	_____	<u>\$85.00</u>
Household waste disposal			
Freon recovery	Unit	_____	<u>\$85.00</u>

Phase II – loading of reduced material, final disposal
Loading and Hauling Reductions

\$10.00

TOTAL BID

**** If a pay item is left blank or N/A is used, the bid may be declared irregular and the Department may reject the proposal.**

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

No.	Service Description	Size or Type /a	Unit	Unit Price
H001	Heavy Equipment (Operator, fuel, maintenance included)			
H002	Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$75.00
H003	Extendaboom Forklift w/ debris grapple	Bobcat V638/Cat TL642	Hour	\$105.00
H004	Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$75.00
H005	Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$110.75
H006	Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$85.00
H007	Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$95.00
H008	Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	\$120.00
H009	Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$140.00
H010	Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$150.00
H011	Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$175.00
H012	Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$145.00
H013	Towed Loader w/ Tractor	Prentice 210	Hour	\$150.00
H014	Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$145.00
H015	Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$167.00
H016	Dozer, Tracked	Cat D4	Hour	\$105.00
H017	Dozer, Tracked	Cat D5	Hour	\$115.00
H018	Dozer, Tracked	Cat D6	Hour	\$150.00
H019	Dozer, Tracked	Cat D7	Hour	\$175.00
H020	Dozer, Tracked	Cat D8	Hour	\$215.00
H021	Dozer, Tracked	Cat D10T	Hour	\$385.00
H022	Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$124.00
H023	Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$140.00
H024	Hydraulic Excavators, 3.5+ CY	Cat 330	Hour	\$161.00
H025	Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$135.00
H026	Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$65.00
H027	Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$129.00
H028	Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$165.00
H029	30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$225.00
H030	50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$265.00
H031	100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$425.00
H032	Bucket Truck	Up to 50' reach	Hour	\$150.00
H033	Bucket Truck	40' to 75' reach	Hour	\$175.00
H034	Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$134.00
H035	Mechanized Broom	Street Sweeper	Hour	\$81.00
H036	Water Truck	2000 Gallon	Hour	\$91.00
H037	Service/Fuel Truck	Multi	Hour	\$85.00
H038	Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$81.00
H039	Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$75.00
H040	Soil Compactor, Towed Unit	Wacker	Hour	\$24.00
H041	Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$91.00
H042	Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$129.00
H043	Stump Grinder	Vermeer 60TX	Hour	\$145.00
H044	Chipper w/ 2 man crew	Morbark Storm	Hour	\$134.00
H045	Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$45.00
H046	Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$55.00
H047	12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$425.00
H048	13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$475.00
H049	14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$525.00
H050	Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$52.00
H051	Air Curtain Refractory Incinerator	N/A	Hour	\$75.00
H052	12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$59.00
H053	35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$95.00
H054	50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$130.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

No.	Service Description	Size or Type /a	Unit	Unit Price
H121	14' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,680.00
H122	12' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	\$1,120.00
H123	12' Utility Boat without Motor (Work Boat)	With 2 man Crew	Day	\$840.00
H124	Tank Diver with Gear	Individual	Hour	\$168.00
H125	Hardhat Diver with Gear	Individual	Hour	\$700.00
H126	Scuba Bottle Refill (Air)	80	Each	\$17.00
H127	Air Pump with multi breathing lines	Brownie Lung	Day	\$560.00
H128	<i>Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)</i>			
H129	Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$295.00
H130	Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$325.00
H131	Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$425.00
H132	Traffic Control, Temp Single Lane Closure	N/A	Hour	\$145.00
H133	Traffic Control, Temp Road Closure	N/A	Hour	\$295.00
H134	Weighing Scales, Truck, Certified	Portable	Hour	\$55.00
H135	Light Tower (Portable light plant w/ Generator)	w/ Generator	Hour	\$35.00
H136	Office Trailer	40 Foot	Day	\$295.00
H137	Storage Container	40 Foot	Day	\$102.00
H138	Portable Eyewash Station	OSHA Spec	Day	\$38.00
H139	First Aid Station	OSHA Spec	Day	\$125.00
H140	Portable Toilet (Port a John)	Single	Week	\$275.00
H141	Observation Tower	USACE Spec	Each	\$3,500.00

Notes:

a Listed equipment type or equivalent (various manufactures).

1 Day rate represents 10 hour day (minimum)

2 Fuel surcharges may apply (negotiable at time of NTP)

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Supplemental Service Fee Schedules Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

Beach/Lake Restoration

No.	Description	Unit	Price
M001	Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$8.25
M002	Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$8.25
M003	Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$8.25

Bank/Canal Work

No.	Description	Unit	Price
M004	Bank/Canal Shoreline Restoration Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.	Per Linear Foot	\$35.00
M005a	Canal/Marine Debris Removal (Land Based), /a	Per Cubic Yard	\$95.00
M005b	Canal/Marine Debris Removal (Marine Based), /a Note: Removal of storm generated debris from marine environments including streams, canals and waterfronts by applicable land-based or marine-based processes. a. Price negotiated for special circumstances for canal and marine debris removal (incident specific).	Per Cubic Yard	\$387.50

Culvert/Storm Sewer/Drainage Ditch Work

No.	Description	Unit	Price
M006	Round Culvert		
M006a	Clean 21" & 24" Storm Sewer	Linear Foot	\$31.18
M006b	Clean 27" & 30" Storm Sewer	Linear Foot	\$37.51
M006c	Clean 36" Storm Sewer	Linear Foot	\$49.55
M006d	Clean 42" Storm Sewer	Linear Foot	\$56.25
M006e	Clean 48" Storm Sewer	Linear Foot	\$68.66
M006f	Clean 54" Storm Sewer	Linear Foot	\$86.76
M006g	Clean 60" Storm Sewer	Linear Foot	\$99.54
M006h	Clean 72" Storm Sewer	Linear Foot	\$144.25
M007	Box Culverts		
M007a	Clean 0 - 4 (Square Foot)	Linear Foot	\$26.04
M007b	Clean 4 01 - 9 (Square Foot)	Linear Foot	\$33.79
M007c	Clean 9 01 - 15 (Square Foot)	Linear Foot	\$41.66
M007d	Clean 15 01 - 20 (Square Foot)	Linear Foot	\$49.54
M007e	Clean 20 01 - 30 (Square Foot)	Linear Foot	\$57.41
M007f	Clean 31 01 - 40 (Square Foot)	Linear Foot	\$70.01
M007g	Clean 40 01 - 50 (Square Foot)	Linear Foot	\$77.89
M007h	Clean 50 01 - 60 (Square Foot)	Linear Foot	\$85.76
M007i	Clean 60 01 - 70 (Square Foot)	Linear Foot	\$90.49
M007j	Clean greater than 70 (Square Foot)	Linear Foot	\$96.79
M008	Clean Catch Basins	Each	\$95.00
M009	Clean Drainage Manholes	Each	\$125.00

Derelict/Sunken Vessel Removal

No.	Description	Unit	Price
M010	Marine Salvage Operations	Per Linear Foot	
M010a	Less than 20 feet		\$175.00
M010b	20 to 25 feet		\$252.00
M010c	25 to 30 feet		\$385.00
M010d	Greater than 30 feet		By Case
M011	Land Based Salvage Operations	Per Linear Foot	
M011a	Less than 20 feet		\$162.50
M011b	20 to 25 feet		\$234.00
M011c	25 to 30 feet		\$357.50
M011d	Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Note: Fuel & Note: Fuel surcharges may apply (negotiable at time of NTP)

Disaster Response Man Camps/Comfort Services Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

Emergency Sleeping Quarters

Option 1 (MC'01a)

Unit Rental Price	
\$ 174,104.04	

Option 2 (MC'01b)

Unit Rental Price	
\$ 201,529.35	

Dining Facilities

Option 1 (MC'02a)

Unit Rental Price	
\$ 132,810.48	

Option 2 (MC'02b)

Unit Rental Price	
\$ 99,824.34	

Restroom Facilities

Option 1 (MC'03)

Camp Service Facilities	No.	Units for	Rental Price
Portable Toilet Facilities	MC'03a	150-Person Camp	\$ 20,887.61
Daily Cleaning & Service	MC'03b	250-Person Camp	\$ 33,741.11
4 Weeks Rental	MC'03c	500-Person Camp	\$ 66,127.88

Shower Facilities

Option 1 (MC'04)

Unit Rental Price	
\$ 99,445.50	

Laundry Facility

Option 1 (MC'05)

Unit Rental Price	
\$ 99,445.50	

Cost Plus Man Camp Services

No.	Rate
MC'06	Cost + 23%
MC'07	Cost + 23%
MC'08	Cost + 23%
MC'09	Cost + 23%

Special Emergency Services

No.	Rate
MC'10	Cost + 23%

Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Temporary Sanitary Facilities	No.	Rates			
Description		One Time Mobilization	Per Day	Per Week	Per Month
Comfort Station-8 stall units	MC'011	\$7,562.50	\$14,389.32	\$71,946.60	\$280,591.74
Comfort Station-26 ft BT Unit (6/3 stall units)	MC'012	\$7,562.50	\$14,360.50	\$71,802.50	\$280,029.75
Shower Units 6 stall	MC'013	\$7,562.50	\$10,905.18	\$54,525.90	\$212,651.01
Shower Units -- 12 stall with 8 sinks	MC'014	\$7,562.50	\$11,742.50	\$58,712.50	\$228,978.75
Portable Laundry Facilities	MC'015	\$7,562.50	\$12,897.50	\$64,487.50	\$251,501.25

Note: All inclusive-personnel, water services, power

Note: Fuel surcharges may apply (negotiable at time of NTP).

Emergency Fuel Delivery/Management Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

No.	Item/Equipment	Description	Rental/Labor Rate	Unit
F001	550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$102.38	Per day
F002	1,000 gallon single wall tank	Portable Storage Tank	\$116.03	Per day
F003	1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$129.68	Per day
F004	6,000 gallon or greater tank	Portable Storage Tank	\$204.75	Per day
F005	12 Volt Fill-Rite Pump	Fuel Pump 13 GPM. includes nozzle	\$27.30	Per day
F006	Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$204.75	Per hour
F007	Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$546.00	Per service
F008	Truck with Man	Transport Truck w/trailer or Bobtail Truck	\$252.66	Per hour*
F009	Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$819.00	Per day
F010	Mobile Fuel Station	12,000 Gal capacity on trailer	\$238.88	Per hour*
F011	Frac Tank	20,000 gallon frac tank	\$273.00	Per day
F012	Labor	Man to operate fuel station or fuel vehicles	\$102.38	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

No.	Item	Description	Purchase Price	Unit
F100	Fuel	Gasoline/Diesel/Aviation Fuel	Cost + \$0.75	Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Temporary Office Trailers, Mobile Command Center Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

Office Trailers

Single Unit

Dimensions: Width = 8', Unit Length = 20'

No.	Category	Rate	Unit
OT01a	Setup Fee:	\$ 1,485.23	One time
OT01b	Single Unit	\$ 516.10	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

No.	Category	Rate	Unit
OT02a	Setup Fee:	\$ 1,653.12	One time
OT02b	Single Unit	\$ 630.34	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

No.	Category	Rate	Unit
OT03a	Setup Fee:	\$ 2,202.01	One time
OT03b	Single Unit	\$ 798.34	Per month

Chemical Toilets Price Schedule

No.	Description	Rate	Unit
POJ01	Port-o-let (per unit)	\$ 1,523.97	Per month
POJ02	Port-o-let (per unit)	\$ 55.13	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Misc. Office Supplies

No.	Description	Rate	Unit
OS01	Phone	\$ 19.64	Each
OS02	Fax	\$ 88.94	Each
OS03	2 x 2 way radio	\$ 34.65	Each
OS04	Desktop Copier	\$ 225.23	Each
OS05	Folding Chair	\$ 40.43	Each
OS06	Folding Table	\$ 98.18	Each
OS07	Small Refrigerator	\$ 323.40	Each

Note: Fuel surcharges may apply (negotiable at time of NTP).

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

Categories/Descriptions

No.	Labor	Unit	Rate
REM001	Project Consultant (PC)	Hour	\$159.00
REM002	Project Executive (PE)	Hour	\$128.00
REM003	Project Manager (PM)	Hour	\$77.00
REM004	Health & Safety Officer (HSO)	Hour	\$77.00
REM005	Technical Specialist (Superintendent) (TS)	Hour	\$70.00
REM006	Drying Technical (DT)	Hour	\$70.00
REM007	Equipment Operator (EO)	Hour	\$57.00
REM008	Remediation Worker (RW)	Hour	\$48.00
REM009	General Labor (GL)	Hour	\$37.00
REM010	Field Auditor (FA)	Hour	\$51.00

No.	Supplies/Consumables	Unit	Rate
REM020	Adhesive Remover	Gallon	\$98.00
REM021	Anti-Microbial Coating	Gallon	\$83.00
REM022	Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$5.00
REM023	Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$57.00
REM024	Bags, Trash	Roll	\$96.00
REM025	Bags, Trash Environmental	Roll	\$108.00
REM026	Box, Storage Cardboard	Each	\$9.00
REM027	Brush, Long Handle/Scrub	Each	\$11.00
REM028	Camera (Disposable, 27 exp. includes development)	Each	\$38.00
REM029	Cleaner, General and all purpose	Gallon	\$31.00
REM030	Cleaner, Electronic Grade	Gallon	\$64.00
REM031	Decontamination Unit, Disposable	Each	\$426.00
REM032	Duct, Lay Flat (500')	Roll	\$478.00
REM033	Fuel	Gallon	Cost + 23%
REM034	Negative Air Filters (Prefilters)	Each	\$4.00
REM035	Negative Air Filters (Pleated)	Each	\$8.00
REM036	Negative Air Filters (Main HEPA)	Each	\$230.00
REM037	Poly Sheeting, Fire Retardant	Roll	\$128.00
REM038	Poly Sheeting, Reinforced	Roll	\$191.00
REM039	Rags, Cotton Cloth	Box	\$64.00
REM040	Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$13.00
REM041	Respirator Cartridge, PAPR (Full-Face)	Each	\$16.00
REM042	Spray Bottle w/ Trigger	Each	\$4.00
REM043	Sprayue	Can	\$3.00
REM044	Sponges, Soot Absorption	Each	\$3.00
REM045	Suit, Disposable	Each	\$3.00
REM046	Suit Tyvek	Each	\$8.00
REM047	Tape, Duct	Roll	\$7.00
REM048	Terry Wipes	Pound	\$8.00
REM049	Towels	Case	\$38.00

No.	Drying Equipment	Unit	Rate
REM070	Dehumidification Unit (50cfm-100cfm)	Each	\$91.00
REM071	Dehumidification Unit (110cfm-200cfm)	Each	\$149.00
REM072	Dehumidification Unit (220cfm-300cfm)	Each	\$175.00
REM073	Dehumidification Unit (500cfm-600cfm)	Each	\$382.00
REM074	Dehumidification Unit (1000cfm)	Each	\$667.00
REM075	Dehumidification Unit (2000cfm-2250cfm)	Each	\$1,289.00
REM076	Dehumidification Unit (3500cfm)	Each	\$259.00
REM077	Dehumidification Unit (4500cfm-5000cfm)	Each	\$356.00
REM078	Dehumidification Unit (6000cfm)	Each	\$453.00
REM079	Dehumidification Unit (8500cfm)	Each	\$1,133.00
REM080	Dehumidification Unit (15,000cfm)	Each	\$324.00

No.	Miscellaneous Equipment	Unit	Rate
REM100	40 Ton AC Unit	Each	\$1,049.00
REM101	100 Ton Chiller Unit	Each	\$1,159.00
REM102	200 Ton Chiller Unit	Each	\$919.00
REM103	Air Compressor (110 psi)	Each	\$39.00
REM104	Air Compressor (125 psi)	Each	\$220.00
REM105	Air Mover	Each	\$32.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

Categories/Descriptions

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications

F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. Equipment Rental Considerations.

A. **Unscheduled Rental Equipment and Consumables.** For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.

B. **Unscheduled Purchased Equipment.** If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.

Hazardous Materials General Labor Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

No.	Title	Level	Abbr.	Rate	Unit
HZL01	Project Manager	Upper Level	ULM	\$200.00	Per hour
HZL02	Mid Level Manager	Middle Level	MLM	\$155.00	Per hour
HZL03	Professional	Upper Level	ULP	\$145.00	Per hour
		Middle Level	MLP	\$110.00	Per hour
		Lower Level	LLP	\$85.00	Per hour
HZL04	Technical	Upper Level	ULT	\$97.00	Per hour
		Middle Level	MLT	\$70.00	Per hour
		Lower Level	LLT	\$50.00	Per hour
HZL05	Secretarial/Clerical			\$65.00	Per hour
HZL06	Equipment Operator			\$55.00	Per hour
HZL07	Laborer			\$40.00	Per hour
HZL90	Per diem			\$135.00	Per day

Hazardous Materials Equipment/Materials Price Schedule

Supplemental Service Fee Schedules: Village of Key Biscayne, FL (RFP 2010 Disaster Recovery Services)

No.	Description	Unit	Rate
HZM54	Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
HZM55	Cascade Air Filtration Panel	Day	\$140.00
HZM56	Air Filtration Panel	Day	\$55.00
HZM57	Airline Respirator	Day	\$210.00
HZM58	High Hazard Personnel Decontamination	Per Kit	\$40.00
HZM59	Low Hazard Personnel Decontamination	Per Kit	\$15.00
HZM60	Personnel Retrieval System	Day	\$140.00
HZM61	Personnel Retrieval Harness	Day	\$24.00
HZM62	Combustible Gas Indicator	Day	\$75.00
HZM63	Toxic Gas Detector	Day	\$150.00
HZM64	Photoionization Dectector	Day	\$110.00
HZM65	Hazmat Kit	Day	\$325.00
HZM66	Hand Auger, Stainless Steel	Day	\$20.00
HZM67	Hand Operated Transfer Pump	Day	\$65.00
HZM68	1" Diaphragm Pump (1")	Day	\$125.00
HZM69	2" Diaphragm Pump (2")	Day	\$160.00
HZM70	2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
HZM71	3" Diaphragm Pump (3")	Day	\$250.00
HZM72	6" Diaphragm Pump (6")	Day	\$1,280.00
HZM73	1" Suction or Discharge Hose (1")	Day	\$46.00
HZM74	2" Suction or Discharge Hose (2")	Day	\$70.00
HZM75	3" Suction or Discharge Hose (3")	Day	\$90.00
HZM76	6" Suction or Discharge Hose (6")	Day	\$145.00
HZM77	2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
HZM78	3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
HZM79	6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
HZM80	Diesel Powered Generator 60-80kw	Day	\$245.00
HZM81	Electrical Cord Station 50'	Day	\$35.00
HZM82	Spike Bar	Each	\$40.00
HZM83	Airless Spray (With operator)	Day	\$275.00
HZM84	Pressure Washer (With operator)	Day	\$255.00
HZM85	Waterhose Section (Garden)	Each	\$35.00
HZM86	Cutting Torch (With operator)	Day	\$175.00
HZM87	Wire Welder (With operator)	Day	\$225.00
HZM88	Air Blower (With operator)	Day	\$175.00
HZM89	HEPA Vac (With operator)	Day	\$480.00
HZM90	Barrel Cart	Day	\$15.00
HZM91	Wheelbarrow	Day	\$15.00
HZM92	Oil Dry Spreader	Day	\$18.00
HZM93	Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
HZM94	Drill w/ Bits	Day	\$40.00
HZM95	Grounding Cable and Rod	Day	\$15.00
HZM96	Circular Saw	Day	\$30.00
HZM97	Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
HZM98	Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
HZM99	Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
HZM100	Step Ladder	Day	\$9.50
HZM101	Extension Ladder	Day	\$11.50
HZM102	Photographic Equipment	Day	\$125.00
HZM103	Level A Suit (Kappler Responder)	Each	\$800.00
HZM104	Level B Suit (Kappler Responder)	Each	\$350.00
HZM105	Level C Suit (Kappler Responder)	Each	\$225.00

EXHIBIT "G"

DOCUMENTATION REQUIREMENTS FOR FHWA-ER & FEMA REIMBURSEMENT (CONTRACT WORK)

EXHIBIT "G"

Contract Type	Unit of Issue	Invoicing Line Item Requirements	Supporting Documentation Required by FHWA
Debris Removal	Cubic Yard or Ton	Loading & Hauling Debris to TDSR site	Load tickets (see note 1) Load tickets summary spreadsheet Copies of contracts with price schedules Contractor invoices Proof of payment (required for all costs) Procurement policies and bid tabulations Truck certification forms TDSR site locations and GPS coordinates Leasing agreement for site DEP permits for site Monitoring logs and reports List and maps of FA roads Date for first pass completion Summary of first pass debris totals and costs for FHWA ER eligible roads (see note 2) FEMA will require a copy of the DDIR FHWA "Final Inspection" and "Certification of Accuracy" forms
		Loading & Hauling Construction & Demolition Debris to TDSR site	All of the above and: Receipts for any revenues for recycling materials Hazardous waste records
		Reduction by Grinding at TDSR site	Cubic yard totals of vegetative debris reduced (if not included in removal contract) Records of grinder operating hours (if hourly rate contract used) Model numbers of grinders (if hourly rate contract used) Invoices for grinding (if separate from general debris removal contract) Rental agreement and receipts (if grinder rented) Separate reduction costs for FEMA and FHWA debris
		Debris Monitoring Cost	Contract with monitoring firm with price schedule Procurement policies and bid tabulation sheets Invoices (see note 3) Time sheets of all monitors, supervisors and managers. Monitoring reports Proof of payments Receipts and summaries for overhead costs if in contract (i.e. lodging, mileage, phones)
		Reduction by Incineration at TDSR site	Burn permits Invoices (if separate from debris removal contract)

Debris Removal	Cubic Yard or Ton	Loading & Hauling Reductions to Final Disposition Site (Continued)	Load tickets for outbound mulch or ash with volumes/weights Load tickets for outbound C&D with volumes/weights Truck certifications Tipping fee receipts with scale weights or volumes of debris Contract agreement with landfill with prices Names, addresses and GPS coordinates for landfill or disposal location Records and receipts for mulch diverted to beneficial use applications DEP permits for landfills, farms, or commercial sites receiving mulch Note: FHWA loads must be segregated from others by tickets.
		Debris Removal from Waterways	Provide maintenance records or surveys to demonstrate pre-disaster condition & capacity of waterway & facilities Provide the need for use of side scan sonar to identify immediate threats Document maximum draft of waterways for tidal waters
	Each	Stump removal larger than 24" in diameter (Measured 2' above base)	Load ticket for each stump (see note 4) Photograph if "hazardous" stump in the ROW or other public property Stumps that are not a safety hazard must be validated by FEMA before removal FEMA requires GPS coordinates per each
		Hazardous Trees should be 6" in or larger in diameter (Measured 4.5' above ground level)	Documentation of number and location of trees cut Included in the location: the street/road name & GPS coordinates along public rights-of-way & property address & GPS coordinates of each tree removed from private property Provide photographs of trees
		Hazardous Limbs (broken limbs two inches or larger in diameter measured at the point of break)	Documentation containing the location of trees, number of limbs cut on each tree, and a certification of the limbs sizes Included in the location: the name of the street/road & GPS coordinates along public rights-of-ways & the street address or parcel number limbs cut on private property Photographs must be submitted to document the number of limbs cut
		White Goods and Hazardous Household Waste	Load Ticket for each with collection address, type, brand and description (include model if available) (see note 5) Contract (if separate from removal contract) Receipts for recycled materials Proof that Freon was properly extracted Invoices for any additional costs for disposal or recycling and proof of payment GPS coordinates (see note 8)
	Cost Reimbursable	Freon Recovery	Records, receipts and invoices from recycling facility or Freon reclamation contractor DEP permits from contractor or facility
	Hourly Rates	Sweeping Curb & Gutter	Time sheets (if hourly rate contract used) Daily work reports Locations Contracts with price schedules and bid tabulations Invoices and proof of payment Monitor and document contractor activities FHWA will require list of roads to confirm that they were FHWA (see note 6)
		Vacuum Inlets	Monitor and document contractor activity Daily reports with locations Invoices and proof of payment Contracts with price schedules and bid tabulations Time sheets (if hourly rate contract)

			FHWA will require list of roads to confirm that they were FHWA FEMA requires regular maintenance records Unit cost per inlet or volumes of debris removed (see note 7)
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	Cost Reimbursable	Disposal/Tipping Fees	Copy of paid disposal/tipping fee receipts (showing volumes or weights and disposal facility permits)
Debris Removal – Cut & Toss	Each	Crew Days (pre-positioning cost per crew per day)	Invoices and proof of payment Time sheets Daily field reports from contractors (specifying, activities and locations). Costs incurred prior to storm landfall are not FHWA-ER eligible. Note: Pre-positioning crews not eligible expense for FHWA, but may be eligible for FEMA category B reimbursement
	Hourly Rates Per Crew	Crew	Daily work and monitoring reports (see note 7) Locations for work Time sheets and summaries (for hourly rate contract work)
Sign Repair & Replacement	Rate schedule per sign type for repair and replacement	Signs	GPS coordinates (see note 8) Sign type and size Photo of or document existence of damaged sign and 2nd photo of repaired/replaced sign Contractor invoice (specifying locations, sign types, and costs) Copy of contract (with price schedule)
Signal Repair & Replacement	Rate schedule per sign type for repair and replacement	Signal	Location (Intersection location by roadway section numbers) and/or GPS coordinates FEMA will require GPS locations Signal type and size Photo of damaged signal and 2nd photo of repaired/replaced signal Contractor invoice (specifying locations, dates, signal types, and costs) Copy of contract with price schedule
Roadway Lighting Repair and Replacement	Rate schedule per light type for repair and replacement	Light locations	Maintenance logs (with schedules and policies for regular maintenance of lights) Contractor invoices (specifying GPS locations (see note 8), dates, type of work, and costs) Copy of contract with price schedule FHWA does not fund emergency lighting major repairs or replacement
Notes 1) Load tickets must record: loading site location by street address, mile marker or GPS, truck number, truck capacity, driver name, prime contractor, sub-contractor, date, time of pick-up, time of disposal, collection and tower monitor's name and signature, debris type, estimated percentage full to capacity, and tare, gross and net weights if scales used. 2) Costs for first pass removal of debris from Federal Aid eligible roads must be documented carefully and all costs for subsequent reduction and disposal of that debris must be calculated based on amounts. 3) Monitoring costs for FHWA eligible debris removal should be tracked and documented separately, or must be estimated based on first pass dates or volumes. 4) Load tickets for "hazardous stumps" in the ROW must show exact street address or mile marker, diameter of stump 24 inches above base, GPS coordinates, and all other standard load ticket information. Photographs should also be taken of each stump. Other stumps may be collected as regular debris or converted to cubic yards using the FEMA conversion chart. Stump extraction and removal may not be eligible for FHWA funds unless the stump is impeding the flow of traffic. 5) White goods are generally not eligible for removal cost reimbursement under FHWA guidelines unless the item was deposited in the roadway by the storm. 6) FEMA does not generally reimburse for road or gutter sweeping costs 7) Time and Material contracts are limited to 70 hours of response. After that point, the contracts must be competitively re-bid on a unit price basis. 8) GPS coordinates are preferred when locating debris, signs, signal and other work locations. In the event GPS coordinates are not available, locations must be identified by street address, road number, roadway section number and mile marker or other means providing an exact location. FEMA requires GPS coordinates for stumps			

9) FEMA policy may change during an event and require certain validation worksheets. These validation worksheets should be completed in accordance with FEMA instructions and retained as part of the contract file.

Recommendations

- ☐ Auditable documentation and records supporting all cost claims must be retained for a period of five years after funding agreement is closed.
- ☐ Debris load tickets should be entered into a data-base to produce summary reports and to document project totals.
- ☐ "Cradle to grave" unit price contracts are recommended for debris so that costs for reduction, hauling, disposal, site management and collection are easier to track and separate for the FHWA and FEMA portions.
- ☐ Debris removal contract should specify that stumps over 24" must be deemed eligible for extra extraction and backfill costs before higher stump removal prices will be approved. If stump is not eligible for extraction, it should be flush cut to ground or taken as regular cubic yard debris.